

May 1, 2005 through April 30, 2008

MAINTENANCE LABOR AGREEMENT

- between -

THE CITY OF SAINT PAUL

- and -

**UNITED ASSOCIATION
PIPEFITTERS LOCAL UNION NO. 455**

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PREAMBLE

This Agreement is entered into between the City of Saint Paul, hereinafter referred to as the Employer and the United Association Pipefitters Local Union No. 455, hereinafter referred to as the Union.

The Employer and the Union concur that this Agreement has as its objective the promotion of the responsibilities of the City of Saint Paul for the benefit of the general public through effective labor-management cooperation.

The Employer and the Union both realize that this goal depends not only on the words in the Agreement but rather primarily on attitudes between people at all levels of responsibility. Constructive attitudes of the Employer, the Union, and the individual employees will best serve the needs of the general public.

ARTICLE 1 - PURPOSE

- 1.1 The Employer and the Union agree that the purpose for entering into this Agreement is to:
- 1.1(1) Achieve orderly and peaceful relations, thereby establishing a system of uninterrupted operations and the highest level of employee performance that is consistent with the safety and well-being of all concerned;
 - 1.1(2) Set forth rates of pay, hours of work, and other conditions of employment as have been agreed upon by the Employer and the Union;
 - 1.1(3) Establish procedures to orderly and peacefully resolve disputes as to the application or interpretation of this Agreement without loss of productivity.
- 1.2 The Employer and the Union agree that this Agreement serves as a supplement to legislation that creates and directs the Employer. If any part of this Agreement is in conflict with such legislation, the latter shall prevail. The parties, on written notice, agree to negotiate that part in conflict so that it conforms to the statute as provided by Article 24 (SEVERABILITY).

ARTICLE 2 - RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative for collective bargaining purposes for all personnel in the classes defined in Appendix A as certified by the Bureau of Mediation Services in accordance with Case No. 73-PR-480-A dated April 16, 1973, if those personnel meet the statutory test for inclusion found in M.S. 179A.

ARTICLE 3 - EMPLOYER RIGHTS

- 3.1 The Employer retains the right to operate and manage all personnel, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; and to perform any inherent managerial function not specifically limited by this Agreement.
- 3.2 Any "term or condition of employment" not established by this Agreement shall remain with the Employer to eliminate, modify, or establish following written notification to the Union.

ARTICLE 4 - UNION RIGHTS

- 4.1 The Employer shall deduct an amount necessary to cover monthly Union dues from the wages of employees who provide written authorization for such a deduction. These deductions shall be remitted as directed by the Union.
 - 4.1(1) The Employer shall not deduct dues for any other labor organization from the wages of employees covered by this Agreement.
 - 4.1(2) The Union shall indemnify and save harmless the Employer from any and all claims or charges made against the Employer as a result of the implementation of this Article.
- 4.2 The Union may designate one (1) employee from the bargaining unit to act as a Steward and shall inform the Employer in writing of such designation. Such employee shall have the rights and responsibilities as designated in Article 21 (GRIEVANCE PROCEDURE).
- 4.3 Upon notification to a designated Employer supervisor, the Business Manager of the Union, or his/her designated representative, shall be permitted to enter the facilities of the Employer where employees covered by this Agreement are working.

ARTICLE 5 - SCOPE OF THE AGREEMENT

- 5.1.1 This Agreement establishes the "terms and conditions of employment" defined by M.S. 179.63, Subd. 18 for all employees exclusively represented by the Union. This Agreement shall supersede such "terms and conditions of employment" established by Civil Service Rule, Council Ordinance, and Council Resolution.
- 5.2 Civil Service Rule 8.A.3 and Civil Service Rule 14 shall not apply to classifications represented by this bargaining unit.

ARTICLE 6 - PROBATIONARY PERIODS

- 6.1 All personnel, originally hired or rehired following separation, in a regular employment status shall serve a six (6) months probationary period during which time the employee's fitness and ability to perform the duties and responsibilities of the position shall be evaluated.
 - 6.1(1) At any time during the probationary period an employee may be terminated at the discretion of the Employer without appeal to the provisions of Article 21 (GRIEVANCE PROCEDURE).
 - 6.1(2) An employee terminated during the probationary period shall receive a written notice of the reason(s) for such termination, a copy of which shall be sent to the Union.

ARTICLE 6 - PROBATIONARY PERIODS (Continued)

- 6.2 All personnel promoted to a higher class shall serve a six (6) month promotional probationary period during which time the employee's fitness and ability to perform the duties and responsibilities of the position shall be evaluated.
- 6.2(1) At any time during the promotional probationary period an employee may be demoted, at the discretion of the Employer, to the employee's previously held class without appeal to the provisions of Article 21 (GRIEVANCE PROCEDURE).
- 6.2(2) An employee demoted during the promotional probationary period shall be returned to the employee's previously held class and shall receive a written notice of the reasons for demotion, a copy of which shall be sent to the Union.

ARTICLE 7 - PHILOSOPHY OF EMPLOYMENT & COMPENSATION

- 7.1 The Employer and the Union are in full agreement that the philosophy of employment and compensation shall be a "cash" hourly wage and "industry" fringe benefit system.
- 7.2 The Employer shall compensate employees for all hours worked at the basic hourly wage rate and hourly fringe benefit rate as found in Articles 11 (WAGES) and 12 (FRINGE BENEFITS).
- 7.3 No other compensation or fringe benefit shall be accumulated or earned by an employee except as specifically provided for in this Agreement.

ARTICLE 8 - HOURS OF WORK

- 8.1 The normal work day shall be eight (8) consecutive hours per day, excluding a thirty (30) minute unpaid lunch period, between 7:00 a.m. and 5:30 p.m.
- 8.2 The normal work week shall be five (5) consecutive normal work days Monday through Friday.
- 8.3 If, during the term of this Agreement, it is necessary in the Employer's judgment to establish second and third shifts or a normal work day or work week other than that provided in Article 8.1 or 8.2, the Union agrees to immediately enter into negotiations to establish such conditions.
- 8.4 This section shall not be construed as, and is not a guarantee of, any hours of work per normal work day or per normal work week.
- 8.5 All employees shall be at the location designated by their supervisor, ready for work, at the established starting time and shall remain at an assigned work location until the end of the established work day unless otherwise directed by their supervisor.
- 8.6 All employees are subject to call-back by the Employer as provided by Article 10 (CALL IN/CALL BACK).

ARTICLE 8 - HOURS OF WORK (Continued)

- 8.7 Employees reporting for work at the established starting time and for whom no work is available shall receive pay for two (2) hours, at the basic hourly rate, unless notification has been given not to report for work prior to leaving home, or during the previous work day.

ARTICLE 9 - OVERTIME

- 9.1 All overtime compensated for by the Employer must receive prior authorization from a designated Employer supervisor. No overtime work claim will be honored for payment or credit unless approved in advance. An overtime claim will not be honored, even though shown on the time card, unless the required advance approval has been obtained.
- 9.2 The overtime rate of one and one-half (1.5) the basic hourly rate shall be paid for work performed under the following circumstances:
9.2(1) Time worked in excess of eight (8) hours in any one normal work day and,
9.2(2) Time worked in excess of forty (40) hours in a seven (7) day period.
- 9.3 For the purposes of calculating overtime compensation overtime hours worked shall not be "pyramided," or compounded. No employee shall be paid twice for the same hours worked.
- 9.4 Overtime hours worked as provided by this Article shall be paid in cash or compensatory time as determined by the Employer.

ARTICLE 10 - CALL IN/CALL BACK

- 10.1 The Employer retains the right to call in or call back employees before an employee has started a normal work day or normal work week and after an employee has completed a normal work day or normal work week.
- 10.2 Employees called in or called back shall receive a minimum of four (4) hours straight time pay at the basic hourly rate, or shall be compensated in accordance with Article 9 (OVERTIME), when applicable, whichever is greater.
- 10.2(1) Notwithstanding Article 10.2, employees called in four (4) hours or less prior to their normal work day shall complete the normal work day and be compensated only for the overtime hours worked in accordance with Article 9 (OVERTIME).

ARTICLE 11 - WAGES

- 11.1 The basic hourly wage rates as established by Appendix C shall be paid for all hours worked by an employee.
- 11.2 The parties agree to calculate the hourly wages for provisional, probationary, and regular employees, for the classes listed in Appendix A, by dividing the temporary rate by 1.0553. This rate is set by the State of Minnesota and is subject to change.
- 11.3 Provisional, temporary, and regular employees shall be considered, for the purposes of this Agreement, participating employees and shall be compensated in accordance with Article 11.1 (WAGES) and have fringe benefit contributions and/or deductions made in their behalf as provided for by Article 12 (FRINGE BENEFITS).

ARTICLE 12 - FRINGE BENEFITS

- 12.1 The Employer shall make contributions on behalf of and/or make deductions from the wages of employees covered by this Agreement in accordance with Appendix D for all hours worked.

ARTICLE 13-SELECTION OF FOREMAN AND GENERAL FOREMAN

- 13.1 The selection of personnel for positions in the class of Lead Pipefitter shall remain solely with the Employer.
- 13.2 Positions in the class of Lead Pipefitter shall be filled by employees of the bargaining unit on a "temporary assignment."
- 13.3 All "temporary assignments" shall be made only at the direction of a designated Employer supervisor.
- 13.4.1 Such "temporary assignments" shall be made only in cases where the position is vacant for more than one (1) normal work day.

ARTICLE 14 - HOLIDAYS

- 14.1 The following ten (10) days shall be designated as holidays:
 - New Year's Day, January 1
 - Martin Luther King Day, Third Monday in January
 - Presidents' Day, Third Monday in February
 - Memorial Day, last Monday in May
 - Independence Day, July 4
 - Labor Day, first Monday in September
 - Veterans' Day, November 11
 - Thanksgiving Day, fourth Thursday in November
 - Day After Thanksgiving, fourth Friday in November
 - Christmas Day, December 25

ARTICLE 14 – HOLIDAYS (Continued)

- 14.2 When New Year's Day, Independence Day or Christmas Day falls on a Sunday, the following Monday shall be considered the designated holiday. When any of these three (3) holidays falls on a Saturday, the preceding Friday shall be considered the designated holiday.
- 14.3 The ten (10) holidays shall be considered non-work days.
- 14.4 If, in the judgment of the Employer, personnel are necessary for operating or emergency reasons, employees may be scheduled or "called in/called back" in accordance with Article 10 (CALL IN/CALL BACK).
- 14.5 If an employee entitled to a holiday is required to work on Martin Luther King Day, President's Day, Veteran's Day, or the Day After Thanksgiving, he/she shall be granted another day off with pay in lieu thereof as soon thereafter as the convenience of the department permits, or the employee shall be paid on a straight time basis for such hours worked, in addition to his/her regular holiday pay.

If an employee entitled to a holiday is required to work on New Year's Day, Memorial Day, Independence Day, Thanksgiving Day or Christmas Day, he/she shall be recompensed for work done on this day by being granted compensatory time on a time and one-half basis, or by being paid on a time and one-half basis for such hours worked, in addition to his/her regular holiday pay. Eligibility for Holiday pay shall be determined in accordance with Section I, Subsection I of the St. Paul Salary Plan and Rates of Compensation.

ARTICLE 15 - DISCIPLINARY PROCEDURE

- 15.1 The Employer shall have the right to impose disciplinary actions on employees for just cause.
- 15.2 Disciplinary actions by the Employer shall include only the following actions:
- 15.2(1) Oral reprimand.
 - 15.2(2) Written reprimand.
 - 15.2(3) Suspension.
 - 15.2(4) Demotion.
 - 15.2(5) Discharge.
- 15.3 Employees who are suspended, demoted, or discharged shall have the right to request that such actions be reviewed by the Civil Service Commission. The Civil Service Commission shall be the sole and exclusive means of reviewing a suspension, demotion, or discharge. No appeal of a suspension, demotion, or discharge shall be considered a "grievance" for the purpose of processing through the provisions of Article 21 (GRIEVANCE PROCEDURE).

ARTICLE 16 - ABSENCES FROM WORK

- 16.1 Employees who are unable to report for their normal work day have the responsibility to notify their supervisor of such absence as soon as possible, but in no event later than the beginning of such work day.
- 16.2 Failure to make such notification may be grounds for discipline as provided in Article 15 (DISCIPLINARY PROCEDURES).
- 16.3 Failure to report for work without notification for three (3) consecutive normal work days may be considered by the Employer to be a "quit" on the part of the employee.

ARTICLE 17 - SENIORITY

- 17.1 Seniority, for the purposes of this Agreement, shall be defined as follows:
 - 17.1(1) "Master Seniority" - The length of continuous regular and probationary service with the Employer from the last date of employment in any and all class titles covered by this Agreement.
 - 17.1(2) "Class Seniority" - The length of continuous regular and probationary service with the Employer from the date an employee was first appointed to a class title covered by this Agreement.
- 17.2 Seniority shall not accumulate during an unpaid leave of absence, except when such a leave is granted for a period of less than thirty (30) calendar days; is granted because of illness or injury; is granted to allow an employee to accept an appointment to the unclassified service of the Employer or to an elected or appointed full-time position with the Union.
- 17.3 Seniority shall terminate when an employee retires, resigns, or is discharged.
- 17.4 In the event it is determined by the Employer that it is necessary to reduce the work force all temporary employees shall be released prior to the layoff of permanent employees. Further, it is management's intent that permanent employees will be laid off by class title within each department based on inverse length of "Class Seniority." However, management reserves the right to institute layoffs out of seniority order for legitimate business reasons. Management's exercise of this right shall not be arbitrary or capricious. If the Union believes that an out-of-order layoff has occurred for an arbitrary or capricious reason, such decision may be grieved under Article 21.
- 17.5.1 The selection of vacation periods shall be made by class title based on length of "Class Seniority," subject to the approval of the Employer.

ARTICLE 18 - JURISDICTION

- 18.1 Disputes concerning work jurisdiction between and among unions is recognized as an appropriate subject to determination by the various unions representing employees of the Employer.
- 18.2 The Employer agrees to be guided in the assignment of work jurisdiction by any mutual agreements between the unions involved.
- 18.3 In the event of a dispute concerning the performance or assignment of work, the unions involved and the Employer shall meet as soon as mutually possible to resolve the dispute. Nothing in the foregoing shall restrict the right of the Employer to accomplish the work as originally assigned pending resolution of the dispute or to restrict the Employer's basic right to assign work.
- 18.4 Any employee refusing to perform work assigned by the Employer and as clarified by Sections 18.2 and 18.3 above shall be subject to disciplinary action as provided in Article 15 (DISCIPLINARY PROCEDURES).
- 18.5 There shall be no work stoppage, slow down, or any disruption of work resulting from a work assignment.

ARTICLE 19 - SEPARATION

- 19.1 Employees having a probationary or regular employment status shall be considered separated from employment based on the following actions:
 - 19.1(1)**Resignation.** Employees resigning from employment shall give written notice fourteen (14) calendar days prior to the effective date of the resignation.
 - 19.1(2)**Discharge.** As provided in Article 15 (DISCIPLINARY PROCEDURES)
 - 19.1(3)**Failure to Report for Duty.** As provided in Article 16 (ABSENCES FROM WORK).
- 19.2 Employees other than regular employees who have successfully completed their probationary period may be terminated at the discretion of the Employer before the completion of a normal work day.

ARTICLE 20 - TOOLS

- 20.1 All employees shall personally provide themselves with the tools of the trade as listed in Appendix B.

ARTICLE 21 - GRIEVANCE PROCEDURE

- 21.1 The Employer shall recognize the Steward selected in accordance with Union rules and regulations as the grievance representative of the bargaining unit. The Union shall notify the Employer in writing of the name of the Steward and of his/her successor when so named.
- 21.2 It is recognized and accepted by the Employer and the Union that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during working hours only when consistent with such employee duties and responsibilities. The Steward involved and a grieving employee shall suffer no loss in pay when a grievance is processed during working hours, provided the Steward and the employee have notified and received the approval of their supervisor to be absent to process a grievance and that such absence would not be detrimental to the work programs of the Employer.
- 21.3 The procedure established by this Article shall be the sole and exclusive procedure, except for the appeal of disciplinary action as provided by Section 15.3 (DISCIPLINARY PROCEDURES), for the processing of grievances, which are defined as an alleged violation of the terms and conditions of this Agreement.
- 21.4 Grievances shall be resolved in conformance with the following procedure:

Step 1. Upon the occurrence of an alleged violation of this Agreement, the employee involved shall attempt to resolve the matter on an informal basis with the employee's supervisor. If the matter is not resolved to the employee's satisfaction by the informal discussion it may be reduced to writing and referred to Step 2 by the Union. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the alleged section(s) of the Agreement violated, and the relief requested. Any alleged violation of the Agreement not reduced to writing by the Union within seven (7) calendar days of the first occurrence of the event giving rise to the grievance or within the use of reasonable diligence should have had knowledge of the first occurrence of the event giving rise to the grievance, shall be considered waived.

Step 2. Within seven (7) calendar days after receiving the written grievance a designated Employer supervisor shall meet with the Union Steward and attempt to resolve the grievance. If, as a result of this meeting, the grievance remains unresolved, the Employer shall reply in writing to the Union within three (3) calendar days following this meeting. The Union may refer the grievance in writing to Step 3 within seven (7) calendar days following receipt of the Employer's written answer. Any grievance not referred in writing by the Union within seven (7) calendar days following receipt of the Employer's answer shall be considered waived.

ARTICLE 21 - GRIEVANCE PROCEDURE (Continued)

Step 3. Within seven (7) calendar days following receipt of a grievance referred from Step 2 a designated Employer supervisor shall meet with the Union Business Manager or his designated representative and attempt to resolve the grievance. Within seven (7) calendar days following this meeting the Employer shall reply in writing to the Union stating the Employer's answer concerning the grievance. If, as a result of the written response the grievance remains unresolved, the Union may refer the grievance to Step 4. Any grievance not referred in writing by the Union to Step 4 within seven (7) calendar days following receipt of the Employer's answer shall be considered waived.

Step 4. If the grievance remains unresolved, the Union may within seven (7) calendar days after the response of the Employer in Step 3, by written notice to the Employer, request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Union within seven (7) calendar days after notice has been given. If the parties fail to mutually agree upon an arbitrator within the said seven (7) day period, either party may request the Bureau of Mediation Services to submit a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The Union shall strike the first (1st) name; the Employer shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

21.5 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Employer, the Union and the employees.

21.6 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representative and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record.

21.7 The time limits in each step of this procedure may be extended by mutual agreement of the Employer and the Union.

ARTICLE 22 - RIGHT OF SUBCONTRACT

- 22.1 The Employer may, at any time during the duration of this Agreement, contract out work done by the employees covered by this Agreement. In the event that such contracting would result in a reduction of the work force covered by this Agreement, the Employer shall give the Union a ninety (90) calendar day notice of the intention to sub-contract.
- 22.2 The sub-contracting of work done by the employees covered by this Agreement shall in all cases be made only to employers who qualify in accordance with Ordinance No. 14013.

ARTICLE 23 - NON-DISCRIMINATION

- 23.1 The terms and conditions of this Agreement will be applied to employees equally without regard to, or discrimination for or against any individual because of, race, color, creed, sex, age, or because of membership or non-membership in the Union.
- 23.2 Employees will perform their duties and responsibilities in a non-discriminatory manner as such duties and responsibilities involve other employees and the general public.

ARTICLE 24 - SEVERABILITY

- 24.1 In the event that any provision(s) of this Agreement is declared to be contrary to law by proper legislative, administrative, or judicial authority from whose finding, determination, or decree no appeal is taken, such provision(s) shall be voided. All other provisions shall continue in full force and effect.
- 24.2 The parties agree, upon written notice, to enter into negotiations to place the voided provisions of the Agreement in compliance with the legislative, administrative, or judicial determination.

ARTICLE 25 - WAIVER

- 25.1 The Employer and the Union acknowledge that during the meeting and negotiating which resulted in this Agreement each had the right and opportunity to make proposals with respect to any subject concerning the terms and conditions of employment. The agreements and understandings reached by the parties after the exercise of this right are fully and completely set forth in this Agreement.
- 25.2 Therefore, the Employer and the Union agree for the duration of this Agreement that the other party shall not be obligated to meet and negotiate over any term or conditions of employment, whether specifically covered or not specifically covered by this Agreement. The Union and Employer may, however, mutually agree to modify any provision of this Agreement.
- 25.3 Any and all prior ordinances, agreements, resolutions, practices, policies, and rules or regulations regarding the terms and conditions of employment, to the extent they are inconsistent with this Agreement, are hereby superseded.

ARTICLE 26 - CITY MILEAGE

26.1 Automobile Reimbursement Authorized: Pursuant to Chapter 33 of the Saint Paul Administrative Code, as amended, pertaining to reimbursement of City officers and employees for the use of their own automobiles in the performance of their duties, the following provisions are adopted.

26.2 Method of Computation: To be eligible for such reimbursement, all officers and employees must receive written authorization from the Department Head.

Type 1. If an employee is required to use his/her own automobile OCCASIONALLY during employment, the employee shall be reimbursed at the rate of \$4.00 per day for each day the employee's vehicle is actually used in performing the duties of the employee's position.

In addition, the employee shall be reimbursed \$.20 per mile for each mile actually driven.

If such employee is required to drive an automobile during employment and the department head or designated representative determines that an employer vehicle is available for the employee's use but the employee desires to use his/her own automobile, then the employee shall be reimbursed at the rate of \$.20 per mile driven and shall not be eligible for any per diem.

Type 2. If an employee is required to use his/her own automobile REGULARLY during employment, the employee shall be reimbursed at the rate of \$4.00 per day for each day of work. In addition, the employee shall be reimbursed \$.20 per mile for each mile actually driven.

If such employee is required to drive an automobile during employment and the department head or designated representative determines that an employer vehicle is available for the employee's use but the employee desires to use his/her own automobile, then the employee shall be reimbursed at the rate of \$.20 per mile driven and shall not be eligible for any per diem.

26.3 The City will provide parking at a location and manner of the employer's choice within a reasonable distance of the work site for City employees on either of the above mentioned types of reimbursement plans who are required to have their personal car available for City business. Such parking will be provided only for the days the employee is required to have his or her own personal car available.

26.4 Effective January 1, 2006, employees of this bargaining unit shall receive the current IRS mileage reimbursement rate. All other mileage reimbursement plans referenced in Article 26 shall not apply.

ARTICLE 27 - LEGAL SERVICES

- 27.1 Except in the case of malfeasance in office or willful or wanton neglect of duty, the Employer shall defend, save harmless and indemnify an employee and/or his estate against any claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance and scope of the employee's duties.
- 27.2 Notwithstanding the provisions of Article 27.1, the Employer shall not be required to defend or indemnify any employee against personal liability, or damages, costs or expense (a) resulting from a claim, suit, verdict, finding, determination or judgment that the employee has committed an intentional tort or torts, including but not limited to slander, libel and/or other defamatory harms; or (b) arising out of cross claims, counterclaims, affirmative defenses and/or separate actions brought against such employee in response to or resulting from claims, allegations, demands or actions (whether or not litigation was actually commenced) brought, made or instituted by such employee.
- 27.3 Notwithstanding the provisions of Article 27.1 and 27.2, the employer may at its sole discretion defend an employee allegations, claims, demands or actions wholly or in part based on or arising out of claimed intentional torts, and in such cases, the employee may consent to the extent lawfully permitted to such representation without regard to actual or potential conflicts of interest.
- 27.4 Each employee, within 20 days after receiving notice of (1) a tort claim or demand, action, suit or proceeding against him or her, or (2) a judgment, verdict, finding or determination, either of which arises out of alleged or found acts or omissions occurring in the performance or scope of the employee's duties, shall notify the City by giving written notice thereof to the Office of the City Clerk.

ARTICLE 28 - UNIFORM ALLOWANCE

- 28.1 Mechanical Inspectors in the Fire Department who are required to wear a specified uniform shall receive an allowance of \$425.25 per calendar year from the Fire Department.

ARTICLE 29 - VACATION

- 29.1 Employees are required to take ten (10) days of unpaid vacation per year.

ARTICLE 30 - DURATION AND PLEDGE

- 30.1 This agreement is effective the date of signing by the Employer and the Union and shall remain in effect through the 30th day of April, 2008, and shall continue in effect from year to year thereafter unless notice to change or to terminate is given in the manner provided in Article 30.

ARTICLE 30 - DURATION AND PLEDGE (Continued)

- 30.2 If either party desires to terminate or modify this Agreement, effective as of the date of expiration, the party wishing to modify or terminate the Agreement shall give written notice to the other party, not more than ninety (90) or less than sixty (60) calendar days prior to the expiration date, provided that the Agreement may only be so terminated or modified effective as of the expiration date.
- 30.3 In consideration of the terms and conditions of employment established by this Agreement and the recognition that the grievance procedure herein established is the means by which grievances concerning its application or interpretation may be peacefully resolved, the parties hereby pledge that during the term of the Agreement:
- 30.3(1) The Union and the employees will not engage in, instigate, or condone any concerted action in which employees fail to report for duty, willfully absent themselves from work, stop work, slow down their work, or absent themselves in whole or part from the full, faithful performance of their duties of employment.
- 30.3(2) The Employer will not engage in, instigate, or condone any lock-out of employees.
- 30.3(3) This constitutes a tentative agreement between the parties which will be recommended by the City Negotiator, but is subject to the approval of the Administration of the City and the City Council and is also subject to ratification by the Union.

AGREED to this ____th day of August 2005, and attested to as the full and complete understanding of the parties for the period of time herein specified by the signature of the following representative for the Employer and the Union.

WITNESSES:

CITY OF SAINT PAUL

UNITED ASSOCIATION PIPEFITTERS
LOCAL UNION NO. 455

James Vollmer
Human Resource Specialist

T. Jerry Barnes
Business Manager

Jason Schmidt
Labor Relations Manager

APPENDIX A

The classes recognized by the Employer as being exclusively represented by the Union are as follows:

Lead Pipefitter
Pipefitter
Apprentice - Pipefitter
Refrigeration, Gas and Oil Serviceperson
Mechanical Inspector - Pipefitter
Senior Mechanical Inspector - Pipefitter

and other classes that may be established by the Employer where the duties and responsibilities assigned are determined by the Bureau of Mediation Service to be appropriately represented by this bargaining unit.

APPENDIX B

6' folding ruler

APPENDIX C

1. The basic hourly wage rates for temporary employees appointed to the following classes shall be:

	Effective <u>5/1/05 (or closest pay period)</u>	
Pipefitter	\$32.74	
Mechanical Inspector	\$35.29	
Senior Mechanical Insp.-Pipefitter	\$36.29	
	Effective 5/1/06 or closest payroll period)	Effective 5/1/07(or closest payroll period)
Pipefitter	*	**
Mechanical Inspector	*	**
Senior Mechanical Insp.-Pipefitter	*	**

The basic hourly rate for temporary employees whose length of employment and earnings require that they be subject to Public Employees Retirement Association (PERA) contributions shall be the above temporary rate divided 1.0553.

2. The basic hourly wage rate for provisional, probationary and regular employees appointed to the following classes shall be as follows:

	Effective <u>5/1/05 (or closest pay period)</u>	
Pipefitter	\$31.02	
Mechanical Inspector	\$33.44	
Senior Mechanical Insp.-Pipefitter	\$34.39	
	Effective 5/1/06 (or closest payroll period)	Effective 5/1/07(or closest payroll period)
Pipefitter	*	**
Mechanical Inspector	*	**
Senior Mechanical Insp.-Pipefitter	*	**

*** Effective 05/01/06 (or closest payroll period)**, there will be an additional \$2.06 per hour added to the total package. The parties will agree prior to that date as to the distribution of the increase between the wages and fringes. This amount will be decreased by any increase in the Industry Fund.

**** Effective 05/01/07 (or closest payroll period)**, there will be an additional \$2.10 per hour added to the total package. The parties will agree prior to that date as to the distribution of the increase between the wages and fringes. This amount will be decreased by any increase in the Industry Fund.

APPENDIX C (Continued)

In the event that the Union elects to have the fringe benefits contributions made by the Employer for such employees that are listed in Appendix D increased or decreased during the contract period, the basic hourly wage rate shall be reduced or increased by the same amount so that the total cost to the Employer remains unchanged.

APPENDIX D

Effective 5/1/05 (or closest pay period) the Employer shall:

- (1) Deduct \$4.25 per hour to a Union designated **Credit Union**, for all hours paid to employees. A payroll deduction in this amount shall be made from the hourly rates listed in Appendix C.
- (2) Deduct \$.50 per hour to a Union designated **Working Fee Fund**, for all hours paid to employees. A payroll deduction in this amount shall be made from the hourly rates listed in Appendix C.
- (3) Contribute \$6.76 per hour to a Union designated **Health and Welfare Fund** for all hours paid to employees.
- (4) Contribute \$1.63 per hour to a **Retiree Pre-Funding for Health and Welfare Fund** for all hours paid to employees.
- (5) Contribute \$7.60 per hour to a Union designated **Pension Fund** for all hours paid to employees.
- (6) Contribute \$.33 per hour to a **Journeyman and Apprenticeship Training Fund** for all hours paid to employees.
- (7) Contribute \$.11 per hour to an **International Training Fund** for all hours paid to employees.

All contributions made in accordance with this Appendix D shall be forwarded to the Twin City Pipe Trades Service Association.

The Employer shall establish Worker's Compensation and Unemployment Compensation programs as required by Minnesota Statutes.

The Employer's fringe benefit obligation to employees is limited to the contributions and/or deductions established by this Agreement. The actual level of benefits provided to employees shall be the responsibility of the Trustees of the various funds to which the Employer has forwarded contributions and/or deductions.

APPENDIX E

WORKING CONDITIONS FOR SENIOR MECHANICAL INSPECTORS, MECHANICAL INSPECTORS, REFRIGERATION INSPECTORS AND GAS BURNER INSPECTORS

As a result of the 1974 settlement, the Parties have established craft determined rates for Senior Mechanical Inspectors, Mechanical Inspectors, Refrigeration Inspectors and Gas Burner Inspectors, with specific understanding that such agreement is restricted to establishing rates of pay for such classifications.

It is, consequently, agreed that the Employer in applying Article 3 (EMPLOYER RIGHTS) of the Maintenance Labor Agreement, shall have the right to operate the Department in the same manner as heretofore, with management rights unaffected, and that the establishment of separate rates for these classifications as well as for Inspector classifications in other Bargaining Units, may not result in disputes over assignments or over rates of pay for work performed, nor will any jurisdictional claims or restrictions be asserted by the Union because members of various Inspector classifications are assigned to work which is also performed by other Inspector classifications.